
**Nationwide Retirement
Solutions Participation
Agreement, Payroll
Deduction
Authorization and
Service Request for
457 and 401(a) Plans**





Things to Remember

- Complete all of the sections on the Participation Agreement that apply to your request.
- Remember to have the allocation of your funding options total 100%, in whole percentages, when completing the Funding Options section. If allocations do not total 100% the remaining amounts will be considered to be not in good order and allocated to the Nationwide® Money Market Fund (Prime Shares) per the direction received by your Plan Sponsor.
- Complete the Authorization section, and remember to sign and date this Participation Agreement.
- Enclose the completed Participation Agreement, and any other documentation in the business reply envelope included with this booklet.
- All contributions will use the same investment election and allocation. If you wish to have different selections, call us at 1-877-677-3678.
- Earnings from designated Roth contributions may be subject to income taxes and penalties upon distribution if the distribution is deemed to be Non-Qualified. A Qualified distribution is one that the contributions are held in the Designated Roth Account for 5 consecutive tax years and the participant is at least age 59 ½, has become disabled or has died. In addition, Designated Roth Accounts which are rolled over into this account may be subject to income taxes and penalties if they are deemed Non-Qualified. Designated Roth Contributions are generally not subject to income taxes or penalties.
- Your employer will specify the amount of 414(h) Pickup contributions. Generally, these contributions are expressed as a percentage of pay. If an amount is specified, all eligible employees are required, as a condition of employment to make this contribution.



= Denotes an important note or critical information.
Please read any disclosures noted by this flag.



Nationwide[®] Retirement Solutions

Nationwide Retirement Solutions Participation Agreement Payroll Deduction Authorization and Service Request for 457 and 401(a) Plans

Please note that the information provided on this Participation Agreement will supercede any prior information provided, such as allocations, contribution amounts, contribution types (except Mandatory Employee Contribution) and/or beneficiary information. The information provided on this participation agreement shall become effective on the date accepted by the Public Sector Service Center.

Personal Information

Check here if this is a name change (proof of name change must be attached)

Check here if this is a new address

Name	Social Security Number
Address	Date of Birth
City, State, & Zip Code	Contact Phone Number
Email Address	Gender (circle one) Male Female
457 Plan Name	457 Plan ID
401(a) Plan Name	401(a) Plan ID
Date of Hire	

Type of Request

New Change Reinstatement

NOTE: All increases, decreases and suspensions will be implemented no sooner than the first payroll of the month following the change. **Please remember to check your paystub to confirm your selected contributions are accurately reflected and being processed.**

Contribution Summary & Payroll Frequency

	Percentage	OR	Dollar Amount
Contribution Amount - 457 Pre-tax			
Contribution Amount - 457 Roth*			
Contribution Amount - 401(a) Pre-tax Employee Mandatory Contribution**			
Total			

*May not be offered by your plan. Roth contributions are made on an after-tax basis. Generally, contributions can start, increase or decrease no earlier than the first day of the month following the month this application is signed.

** Employee Mandatory Contribution is a one time election stated in the Plan Document. This is irrevocable and must be made before the participant's first entry date.

Start Contribution on: _____

Payroll Frequency:
 Weekly (W)-52 Monthly (M)-12 Semi-Monthly (X)-24

Special Pay Period Ending Date

Start _____ **Stop** _____

of pay periods _____

457 Catch-Up

Yes, 3-year Yes, Age 50+ No

Normal Retirement Age _____

***You must complete the Catch-Up Worksheet in addition to this form.**

Beneficiary Designation

Check here if this is a change of beneficiary. (Beneficiaries listed below replace any prior designation) **PLEASE NOTE:** Percentage split must total 100% for each category of beneficiary (i.e. primary and contingent), and must be in whole percentages. If additional space for beneficiaries is required, attach additional sheets and mark this box:

<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Beneficiary Name	Social Security Number	%Split
	Address	Date of Birth	Phone#
<input type="checkbox"/> Primary <input type="checkbox"/> Contingent	Beneficiary Name	Social Security Number	%Split
	Address	Date of Birth	Phone#

Funding Options

All contributions will use the same investment election and allocation. If you wish to have different selections, contact a Customer Service Representative at 1-877-677-3678.

ASSET ALLOCATION - NATIONWIDE® TARGET DESTINATION SERIES

_____ %	Nationwide® Destination 2015 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2020 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2025 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2030 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2035 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2040 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2045 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2050 Fund (Institutional Service Class)
_____ %	Nationwide® Destination 2055 Fund (Institutional Service Class)
_____ %	Nationwide® Retirement Income Fund (Institutional Service Class)

ASSET ALLOCATION - NATIONWIDE® INVESTOR DESTINATION SERIES

_____ %	Nationwide® Investor Destinations Aggressive Fund (Service Class)
_____ %	Nationwide® Investor Destinations Moderate Aggressive Fund (Service Class)
_____ %	Nationwide® Investor Destinations Moderate Fund (Service Class)
_____ %	Nationwide® Investor Destinations Moderate Conservative Fund (Service Class)
_____ %	Nationwide® Investor Destinations Conservative Fund (Service Class)

INTERNATIONAL

_____ %	American Century International Discovery Fund (Investor Class) ⁴
_____ %	Invesco International Growth Fund (Class R5) ⁴
_____ %	Nationwide® International Index Fund (Class A)
_____ %	Nationwide® International Value Fund (Institutional Service Class)
_____ %	Oppenheimer Global Fund (Class A)

SMALL CAP

_____ %	Brown Capital Mgmt. Small Company Fund (The) (Investor Class)
_____ %	Nationwide® Variable Insurance Trust: Nationwide Multi-Manager NVIT Small Company Fund (Class 1)
_____ %	Nationwide® Small Cap Index Fund (Class A)
_____ %	Nationwide® Small Company Growth Fund (Institutional Service Class)
_____ %	Nationwide® U.S. Small Cap Value Fund (Institutional Service Class)

MID CAP

_____ %	American Century Vista Fund (Investor Class) ⁴
_____ %	American Funds-The Growth Fund of America ² (Class A)
_____ %	JP Morgan Mid Cap Value Fund (Class A)
_____ %	Nationwide® Mid Cap Market Index Fund (Class A)
_____ %	Neuberger Berman Equity Trust ® - Genesis Fund (Trust Class)
_____ %	Wells Fargo Advantage Funds -Discovery Fund (Administrator Class) ⁴

LARGE CAP

_____ %	American Century Growth Fund ³ (Investor Class)
_____ %	American Century Value Fund (Investor Class)
_____ %	Dreyfus Appreciation Fund Inc.
_____ %	Dreyfus S&P 500 Index Fund ³
_____ %	Fidelity Contrafund ^{1, 2}
_____ %	Fidelity Equity-Income Fund ²
_____ %	Janus Fund (Class T) ²
_____ %	Nationwide® Fund (Institutional Service Class)
_____ %	Nationwide® Growth Fund (Institutional Service Class)
_____ %	Nationwide® Large Cap Growth Portfolio (Institutional Service Class)
_____ %	Nationwide® S&P 500 Index Fund (Institutional Service Class)
_____ %	Neuberger Berman Equity Fund(R) - Socially Responsive Fund (Investor Class) (Investor Class)
_____ %	T. Rowe Price Growth Stock Fund (Advisor Class)
_____ %	INVESCO Growth & Income Fund (Class A) ⁴

BALANCED

_____ %	American Funds-The Income Fund of America ²
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BONDS

_____ %	MFS High Income Fund ² (Class A)
_____ %	Nationwide® Bond Index Fund (Class A)
_____ %	PIMCO Total Return Fund (Class A)
_____ %	Waddell & Reed Advisors High Income Fund (Class Y)

FIXED/CASH

_____ %	Federated U.S. Government Securities Fund: 2-5 Years ² (Institutional Shares)
_____ %	Nationwide® Money Market Fund (Prime Shares)
_____ %	Nationwide® Fixed Account
_____ %	Morley Stable Value Retirement Fund ³

_____ % **Total for both columns must equal 100%**

AVAILABILITY OF LIFE INSURANCE OPTIONS AND OTHER INVESTMENT OPTIONS MAY VARY BY PLAN. IF AN ALLOCATION IS MADE TO A CLOSED OR UNAVAILABLE INVESTMENT OPTION, I AGREE THE ALLOCATION WILL BE MADE TO THE DEFAULT OPTION, THE NATIONWIDE® MONEY MARKET FUND. IF THE TOTAL INVESTMENT OPTION ALLOCATION PERCENTAGE EQUALS LESS THAN 100%, I AGREE THE DIFFERENCE WILL BE INVESTED IN THE DEFAULT OPTION, THE NATIONWIDE® MONEY MARKET FUND. IF THE TOTAL INVESTMENT OPTION PERCENTAGE IS GREATER THAN 100%, YOUR APPLICATION WILL BE REJECTED AND YOUR ALLOCATIONS WILL NOT BE PROCESSED.

1. FIDELITY CONTRAFUND IS ONLY AVAILABLE TO PLANS THAT ADOPTED THE FUND PRIOR TO JULY 1, 1998.

2. THIS FUND IS IN THE PASSAGE SERIES AND MAY NOT BE AVAILABLE IN YOUR PLAN. PLEASE CONTACT THE PUBLIC SECTOR SERVICE CENTER AT WWW.NRSFORU.COM OR 1-877-NRS-FORU (1-877-677-3678) OR YOUR LOCAL RETIREMENT SPECIALIST FOR DETAILS.

3. THIS FUND IS A NON-ANNUITY FUND AND MAY NOT BE AVAILABLE IN YOUR PLAN. PLEASE CONTACT THE PUBLIC SECTOR SERVICE CENTER AT WWW.NRSFORU.COM OR 1-877-NRS-FORU (1-877-677-3678) OR YOUR LOCAL RETIREMENT SPECIALIST FOR DETAILS.

4. THIS FUND MAY NOT BE AVAILABLE TO YOUR PLAN. PLEASE CONTACT THE PUBLIC SECTOR SERVICE CENTER AT WWW.NRSFORU.COM OR 1-877-NRS-FORU (1-877-677-3678) OR YOUR LOCAL RETIREMENT SPECIALIST FOR DETAILS.

Authorization

- Please send me a copy of the Informational Brochure/Prospectus(es).
 Please contact me regarding transferring my other pre-tax retirement plans.

I authorize my Employer to make the contribution(s) to the Plan in the amounts I have designated above. The contribution(s) will continue until otherwise authorized in accordance with the Plan. The withholding of my contribution(s) amount by my Employer and its payment to the designated investment option(s) will be reflected in the first pay period contingent on the processing of this application by the Public Sector Service Center in conjunction with the set-up time required by my payroll center. The contribution(s) is to be allocated to the funding options in the percentages indicated above. Some underlying investment options may impose a short-term trade fee. Please read the fund prospectuses carefully.

I have read and understand the terms contained in this form, including the attached Memorandum of Understanding which is incorporated herein. I accept these terms and understand that these terms do not cover all the details of the Plan or products.

Participant Signature	Date
Retirement Specialist Name/Signature	Agent Number

Please return your completed application to:

NATIONWIDE RETIREMENT SOLUTIONS
P O BOX 182797
COLUMBUS OH 43218-2797
Fax Number: 1-877-677-4329

Memorandum of Understanding

The purpose of the Memorandum of Understanding is to make you aware of some of the highlights, restrictions and costs of your plan. It is not intended to cover all aspects of the plan and should not be relied upon in making decisions about plan benefits.

I understand and acknowledge the following:

457(b) PLANS:

- 1) The total annual contribution amount to all 457(b) plans is the lesser of the maximum annual 457(b) contribution limit or 100% of includible compensation. This amount may be adjusted annually. If you have questions about the maximum contributions limits they can be found at www.irs.gov. Under certain circumstances, additional amounts above the limit may be contributed into the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of Normal Retirement Age and did not contribute the maximum amount in prior years. The Plan Document provides additional details about contribution limits. Contributions in excess of maximum amounts are not permitted and will be considered taxable income when refunded. It is my responsibility to ensure my contributions do not exceed the annual limit.
- 2) It is my responsibility to adjust my contribution amount to comply with applicable limits. If my Plan Sponsor directs, excess deferrals will be returned to me and reported on a Form 1099-R tax form. I acknowledge that it is my responsibility to make sure my total contributions, including any 457(b), 403(b) and/or 401(k) Plan, including Roth contributions, fall within the specified limits. An NRS Representative can provide assistance in determining my contribution limits.
- 3) Earnings from designated Roth contributions may be subject to income taxes and penalties unless the distribution is a qualified distribution. A qualified distribution is one that the contributions are held in the designated Roth Account for a 5-year holding period and the participant is at least 59 1/2, has become disabled or has died. An individual's 5-year holding period begins with the first tax year for which a contribution is made for any Roth IRA (408A(d)(2)(B)). In addition, distribution of designated Roth accounts which are rolled over into this account may be subject to income taxes and penalties if they are not qualified distributions. Designated Roth contributions are generally not subject to income taxes or penalties. Please note, that once made, contributions and/or rollovers to a Roth account may not be reversed. In the event you wish to make changes, only future contributions and/or rollovers can be redirected.
- 4) I may withdraw funds from the Plan only upon separation from service; at age 70 1/2 (if contributions have stopped); upon an unforeseeable emergency approved by the Plan, when taking a loan, if permitted by my plan sponsor; or I may take a one-time in service withdrawal if my account value is \$5,000 or less (as adjusted) and I have not contributed into the Plan for two or more years. In some cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Code and applicable regulations, some of which are expressed in the Plan Document.
- 5) I must contribute a minimum of \$20 per month or \$10 per pay into the Plan to satisfy minimum plan requirements.
- 6) Contributions, in the form of salary reductions, will be made until I notify NRS or my Plan Sponsor otherwise. Once notification is received salary reductions will be changed as soon as administratively feasible.
- 7) Contributions will be invested as soon as administratively feasible upon receipt from the Plan Sponsor.

401(a) PLANS

- 1) The annual defined contribution limit to all 401(a) plans is the lesser of the IRS maximum 415 limit, or 100% of eligible compensation. This amount may be adjusted annually. If you have questions about these limits they can be found at www.irs.gov. I understand that current or future participation in additional benefit plans, such as 403(b) and/or 401(a) plans, may affect my maximum annual contribution limit under the 401(a) plan, in accordance with the Code.
- 2) I may withdraw vested funds from the Plan only upon severance from employment; upon reaching my normal retirement age as defined in the plan document; upon a financial hardship approved by my plan, as applicable; disability, when taking a loan, if permitted by my plan sponsor and in the plan document. In some cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Code and applicable regulations, some of which are expressed in the Plan Document. An early withdrawal penalty of 10% may apply in some circumstances, please consult your tax advisor, prior to requesting a distribution.
- 3) 414(h) Mandatory Employee Contributions- Your employer will specify the amount of these contributions. Generally, these contributions are expressed as a percentage of pay. If an amount is specified, all eligible employees are required, as a condition of employment to make this contribution. These contributions will not be included in your gross income however do come out of your paycheck. The tax on these contributions will be deferred until benefits are distributed. If allowed in the Plan Document, you may have the right to make a one time irrevocable election to contribute a percentage of compensation to the Plan prior to your Plan entry. Once this election is made, it cannot be modified.

ALL PLANS

1. My participation in the Plan is governed by the terms and conditions of the Plan Document. Fund prospectuses are available upon request at www.nrsforu.com or by calling 1-877-NRS-FORU (1-877-677-3678).
2. Generally, distributions from the Plan must begin no later than the 1st of April, following the year I reach age 70 1/2. If I work beyond age 70 1/2, generally, my distributions must begin no later than the 1st of April following the year I separate from service or retire. Please consult the Plan Document for further details. Generally, all pre-tax distributions are taxable as ordinary income and subject to income tax in the year received. My distributions must be made in a manner that satisfies the minimum distribution requirements of Internal Revenue Code (the "Code") section 401(a)(9), which currently requires benefits to be paid at least annually over a period not to extend beyond my life expectancy. Failure to meet minimum distribution requirements may result in the payment of 50% federal excise tax.
3. The funds in my accounts may be eligible for rollover to a traditional or Roth IRA or to another eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Administrative Services Provider shall be responsible for those tax consequences.

Memorandum of Understanding

4. All amounts contributed into the plan and earnings on the amounts contributed are held in a trust, custodial account or annuity contract for the exclusive benefit of the participants and their beneficiaries until such time as the contributed amount is made available to the participant or beneficiary.
5. Underlying investment options may be periodically changed or restricted.
6. Nationwide Retirement Solution (NRS) will permit the Owner or Participant to exchange amounts among the Variable and Fixed investment options as frequently as permitted by the Plan, subject to the limits and rules set by each Fund and the Contract. Changes may be made by calling 1-877-NRSFORU or logging on to www.nrsforu.com. Options for investments may vary by the source of the money invested.
7. If I select an investment option that is closed or unavailable, I agree the money will be placed into the Nationwide Money Market Fund, which is the default investment option. Additionally, if I elect a total investment allocation percentage that is less than 100%, I agree the difference will be invested in the Nationwide® Money Market Fund. If I elect a total investment allocation percentage greater than 100% my application will be rejected and my selections will not be processed.
8. The Plan may have a fee for Plan Administration and or investment management fees, depending on the mutual funds in which I invest. For more information please call 1-877-NRS-FORU (1-877-677-3678).
9. Any beneficiary designation I made on this form will supersede any prior beneficiary designation and shall become effective on the date accepted by the Plan, provided that this designation is accepted by the Plan prior to my death. Further that any benefits payable at my death shall be paid in substantially equal shares unless I specify otherwise. My death benefits will be paid first to my Primary Beneficiaries. If some of my Primary Beneficiaries predecease me, then my death benefits will be paid to the remaining Primary Beneficiaries. Contingent Beneficiaries will only receive benefits if no Primary Beneficiary survives me. If no beneficiary designation is on file, benefits will be paid as set forth in the Plan Document. If I participate in both a 457(b) plan and a 401(a) plan administered by NRS, I understand my beneficiary designations made on this form will apply to both plans unless I have indicated otherwise.
10. I must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on my account statement.
11. I will receive a statement of my account quarterly.
12. All telephone exchange requests will be recorded for the participant's protection.
13. Transfers between investment options are provided for under the Plan subject to limitations or restrictions (including redemption fees), if any, as imposed by the investment providers. I understand that any information regarding limitations or restrictions as they apply to the Plan may be obtained from the Plan Administrator.
14. If applicable, I understand that no changes will be effective until they are processed by Nationwide Retirement Solutions.

MUTUAL FUND OPTIONS

1. I understand that the Net Asset Value of a mutual fund changes on a daily basis and that there is no guarantee of principal or investment return.
2. I understand that pursuant to the Plan Document, contributed amounts will be invested per my selection of funding options specified on the Participation Agreement or as otherwise amended.
3. I understand some mutual funds may impose a short term trade fee. Please read the underlying prospectuses carefully.

NATIONWIDE LIFE FIXED ACCOUNT

1. A guaranteed interest rate is declared quarterly and credited daily which is not lower than the minimum annual rate.
2. Nationwide may earn a spread on assets held in the Nationwide Fixed Account, which is reflected in the crediting rate. The spread represents the difference between what Nationwide earns on investments and what it credits to the Fixed Account as interest.
3. **Exchanges or transfers may be made based upon one of the following options, as chosen by the entity (employer).**

(a) Exchanges and/or transfers of money from the Fixed Account may be made no more than twice per year and may not exceed 20% of my fixed account value. Once the 20% limit has been reached, no further exchanges/transfers will be permitted out of my Fixed Account during the remainder of the calendar year. If my Fixed Account value is less than or equal to \$1,000, I can exchange/transfer out up to my entire account value. Each exchange/transfer will count toward the limitation of two exchanges/transfers out of the Fixed Account per year. Additionally, a 5-year Exchange/Transfer provision allows for the systematic movement of 100% of my account value out of the Fixed Account on a monthly basis over a five-year period. If elected, I cannot contribute, exchange, or transfer into my Fixed Account for the 5-year term with out canceling the Provision.

-OR-

(b) Exchanges and/or transfers from the Fixed Annuity may be made up to 100% of my account value. The total of all participant exchanges and/or transfers shall not exceed 12% of the total amount held in the Deposit Fund for the entity (employer) under the Fixed Account as of December 31 of the previous calendar year. Once this aggregate limit is met, no further exchanges or transfers will be permitted out of my Fixed Account for the remainder of the calendar year. I may elect up to four exchanges/transfers out of the Nationwide Fixed Annuity within a calendar year. Additionally, a 5-year Exchange/Transfer provision allows for the systematic movement of 100% of my account value out of the Fixed Account on a monthly basis over a five-year period. If elected, I cannot contribute, exchange, or transfer into my Fixed Account for the 5-year term without cancelling the Provision.

Exchange: An exchange is the movement of money between the Nationwide Life Fixed Account and Variable Annuity options and/or between the funds in the Variable annuity option.

Transfer: A transfer is the movement of money between product providers within the same plan.



Nationwide®
Retirement Solutions

NATIONWIDE LIFE VARIABLE ANNUITY CONTRACT

1. I understand that a variable Account Charge is deducted daily from the Variable Account. The Variable Account Charge is deducted daily in an amount not to exceed the following schedule:

	<u>Variable Account Charge</u>
Maximum Charge	0.95%
For Sub-Accounts Identified as Investor Destinations on the Application	0.70%
For Sub-Accounts Identified as Select Spectrum on the Application	0.80%
For Sub-Accounts Identified as Passage on the Application	0.95%
Minimum Charge Reduction For Plans with Assets Between \$10,000,001 and \$25,000,000*	0.05%
Minimum Charge Reduction For Plans with Assets Between \$25,000,001 and \$50,000,000*	0.05%
Minimum Charge Reduction For Plans with Assets Between \$50,000,001 and \$100,000,000*	0.05%
Minimum Charge Reduction For Plans with Assets Between \$100,000,001 and greater	0.05%

2. I understand that retirement income payments and termination values (if any), provided by the contract are variable when based on the investment experience of a separate account and are not guaranteed as to the dollar amount.

MORLEY STABLE VALUE RETIREMENT FUND

1. The Morley Stable Value Retirement Fund is not a mutual fund.
2. I understand that an administrative fee is deducted daily from this investment option, not to exceed the Maximum Variable Account Annual Expense Fee chart above.
3. I understand that exchanges to competing investment options must be held in a non-competing investment option for a minimum of 90 days before I can subsequently transfer to a competing option.

ENDORSEMENT DISCLOSURE

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have endorsement relationships with the National Association of Counties and the International Association of Fire Fighters-Financial Corporation. More information about the endorsement relationships may be found online at www.nrsforu.com.

MUTUAL FUND PAYMENTS DISCLOSURE

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit www.nrsforu.com.



